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AGREEMENT

**FAYETTEVILLE-MANLIUS
SCHOOL DISTRICT**

AND

**FAYETTEVILLE-MANLIUS
ASSOCIATION OF TEACHER AIDES
AND TEACHING ASSISTANTS**

JULY 1, 2009 - JUNE 30, 2012

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AGREEMENT

Between Fayetteville-Manlius Central School District ("District") and Association of Teacher Aides and Teaching Assistants of Fayetteville-Manlius ("Association") to govern the terms and conditions of employment.

ARTICLE I RECOGNITION

The District agrees that the Association is the exclusive bargaining agent for all teacher aides and teaching assistants (Employees).

ARTICLE II DEFINITIONS

- A. Teacher aide is an Employee whose major responsibility is in the non-instructional area and may encompass both clerical and supervisory assignment.
- B. Teaching assistant is an Employee whose major responsibility is the provision of direct instruction to students under the general supervision of a certified teacher.
- C. Full-time teacher aide is one who is employed by the District for twenty-five (25) hours or more per week and is scheduled to work five (5) days per work week.
- D. Full-time teaching assistant is one who is employed by the District for thirty-seven and one-half (37 1/2) hours per week and is scheduled to work five (5) days per work week.
- E. Regular Employee is any Employee who is employed by the District for at least seventeen and one-half (17 1/2) hours, but less than twenty-five (25) hours per week and is scheduled to work five (5) days per work week.
- F. Part-time teacher aide is one who is employed by the District for less than seventeen and one-half (17 1/2) hours.
- G. Part-time teaching assistant is one who is employed by the District for less than seven and one-half (7 1/2) hours per day.
- H. Work year for bargaining unit members will be the same work days as teachers. These days shall be determined by the school calendar set up by the District.
- I. New Position is a position created by the District which was not previously in existence.
- J. Posting of Notice for the limited purpose of Article VII herein shall mean the written notification given the Association by the District in regard to a New Position or Reassignment opportunity.

- K. Additional hours for the limited purpose of Article VII herein shall mean if additional hours become available, the priority procedure set forth in Article VII(C) will be followed, and it is in no way a guarantee on behalf of the District that there will be any additional hours during a given School Year.
- L. Immediate Supervisor shall be the individual(s) to whom the Employee is directly responsible.
- M. School Year shall be July 1 through June 30.
- N. Probationary teacher aide is one who is employed by the District for less than twenty-six (26) consecutive weeks.
- O. Substitute Employee shall be any individual who is hired on a temporary basis and said individual is not entitled to any of the benefits set forth in this Agreement.
- P. A Long-term Substitute Employee shall be any individual who is hired on a temporary basis for a period of at least five (5) consecutive months and said Employee shall be entitled to benefits as defined by contract with the exception of Article V(C) – Sick Bank; Article VI - Other Leaves (C) and (D); Article X - Job Security (A) and (D); Article XIV - Insurance and Annuities; Article XV(D) – Retirement Benefits; Article XX - Educational Course and Other Training; and Article XXI - Time in Service.

ARTICLE III COMPENSATION

Wages shall be computed on an hourly basis in accordance with the following schedule:

A. Teacher Aides

- 1. A "probationary Teacher Aide" shall be compensated at the following hourly rates for the first twenty-six (26) consecutive weeks of employment.
 - a. For the 2009-2010 school year: \$10.78
 - b. For the 2010-2011 school year: \$11.18
 - c. For the 2011-2012 school year: \$11.57
- 2. All permanent Teacher Aides who have completed their probationary periods as noted in paragraph one (1) above shall be compensated at the following hourly rates:
 - a. All teacher aides hired on or after July 1, 1993:
 - 1. For the 2009-2010 school year: \$14.15
 - 2. For the 2010-2011 school year: \$14.68
 - 3. For the 2011-2012 school year: \$15.19

b. All teacher aides hired prior to July 1, 1993 but after July 1, 1982:

1. For the 2009-2010 school year: \$14.76
2. For the 2010-2011 school year: \$15.31
3. For the 2011-2012 school year: \$15.85

3. Substitute Teacher Aides/Long-term Substitute Teacher Aides shall be compensated at the same rate as "new" probationary Teacher Aide. However, after 26 consecutive weeks in same position, such employee shall be paid at the Article III(A)(2)(a) rate above.

B. Teaching Assistants

Teaching Assistants' wages shall be computed on an hourly basis in accordance with the following rates:

1. All "new" part-time and full-time Teaching Assistants shall be compensated at the following hourly rates for the first twenty-six (26) consecutive weeks of employment.

- a. For the 2009-2010 school year: \$11.42
- b. For the 2010-2011 school year: \$11.85
- c. For the 2011-2012 school year: \$12.26

2. Upon completion of the first twenty-six (26) consecutive weeks of employment, a Teaching Assistant will be compensated as follows:

a. All Teaching Assistants hired on or after July 1, 1993:

1. For the 2009-2010 school year: \$14.82
2. For the 2010-2011 school year: \$15.38
3. For the 2011-2012 school year: \$15.92

b. All Teacher Assistants hired before July 1, 1993 and after July 1, 1982:

1. For the 2009-2010 school year: \$15.36
2. For the 2010-2011 school year: \$15.94
3. For the 2011-2012 school year: \$16.50

3. Substitute Teaching Assistants/Long-term Substitute Teaching Assistant shall be compensated at the same rate as "new" part-time and full-time Teaching Assistants. However, after 26 consecutive weeks in the same position, such employee shall be paid at the Article III (B)(2)(a) rate above.

C. Longevity Payments

1. After completion of five (5) full years of District service, effective the following July 1, in addition to their salaries, employees shall receive annually:
 - a. For the 2009-2010 school year: \$325
 - b. For the 2010-2011 school year: \$325
 - c. For the 2011-2012 school year: \$325
2. After completion of ten (10) full years of District service, effective the following July 1, in addition to their salaries, employees shall receive annually:
 - a. For the 2009-2010 school year: \$425
 - b. For the 2010-2011 school year: \$425
 - c. For the 2011-2012 school year: \$425
3. After completion of fifteen (15) full years of District service, effective the following July 1, in addition to their salaries, employees shall receive annually:
 - a. For the 2009-2010 school year: \$525
 - b. For the 2010-2011 school year: \$525
 - c. For the 2011-2012 school year: \$525
4. After completion of twenty (20) full years of District service, effective the following July 1, in addition to their salaries, employees shall receive annually:
 - a. For the 2009-2010 school year: \$625
 - b. For the 2010-2011 school year: \$625
 - c. For the 2011-2012 school year: \$625
5. For the purpose of numbers Article III(C)(1)-(4), an Employee commencing work between July 1 and September 30 will be deemed to have completed a full year of service the following June 30.

D. Annualized Biweekly Payroll

Employees will be paid on a biweekly basis. The annualized salary shall be computed on the number of works days and applicable holidays less five (5) days. The five (5) days shall be paid upon completion of the school year and upon submission of time cards pursuant to the normal payroll schedule.

ARTICLE IV DUTIES

- A. It is expressly agreed to by and between the parties that the Building Principal or his/her representative is responsible for the assignment of the Employees and the allocation of Employee time in his/her building. Whenever possible, said assignment and allocation of Employee time will be made after consultation with the Employee's immediate Supervisor(s).
- B. Employees may be assigned to the following duties:
 - 1. Teacher Aides
 - a. Elementary School - The Employee may be assigned to any duty directly related to working with the immediate Supervisor or teachers inside and outside of the classroom.
 - b. Middle School - The Employee may be assigned to any duty directly related to working with the Team or immediate Supervisor inside and outside of the classroom.
 - c. High School - The Employee may be assigned to any duty directly related to working with a department staff or immediate Supervisor inside or outside of the classroom.
 - d. Library - The Employee shall while acting in the capacity as a Library Aide be assigned to the Library under the direct supervision of the Librarian.
 - e. Teacher aides may, on occasion in cases of emergency, be used as Teacher Substitutes. An effort to use a Teaching Assistant must be made first. When a Teacher aide is used in this capacity, she/he will be acting in a supervisory capacity only. This may include showing a film, administering an examination, or reading a story.
 - 2. Teaching Assistants
 - a. The Employee may be assigned to any duty directly related to the instruction of students or to the effectiveness/efficiency of the instructional program. These Employees include, but may not be limited to, Computer, ESL, K-1 Program, K-6 Science Program, and Special Education Program.

- b. A Teaching Assistant may be used in the capacity of a Teacher Substitute but for no longer than one-half of a day. A Teacher Aide/Teaching Assistant, when acting in the capacity of a Teacher Substitute, will be compensated at their Assistant rate of pay.

(See Appendix C - Teaching Assistants assigned as Teacher Substitutes)

- c. The District will make the necessary arrangements to secure substitutes for teaching assistants who are absent from their positions for reasons of illness.

ARTICLE V SICK LEAVE

A. Personal Sick Leave

1. Employees who work twenty-five (25) hours per work week and who have worked for the District for at least ten (10) months shall be entitled to not in excess of twenty (20) working days per school year at their applicable compensation rate for personal illness.
2. Employees who work twenty-five (25) hours per week and who have not worked for the District for at least ten (10) months shall accrue two (2) days per month at their applicable compensation rate for personal illness, commencing from the end of each month worked for a ten (10) month period.
3. Days not used during the School Year shall be credited to each eligible Employee at the beginning of the following School Year, provided that the maximum accumulation of unused sick leave days shall be two hundred (200).
4. There shall be no accumulation of unused sick leave from an employer other than this District.
5. The District may at its discretion request a doctor's certificate to determine eligibility of absence as sick leave hereunder if such absence is in excess of five (5) consecutive school days.
6. By October first (1st) of each School Year, each Employee shall receive a written statement specifying the number of days of Sick Leave used during the previous School Year and the total number of accumulated days of Sick Leave.

B. Family Sick Leave

1. All Employees who work twenty-five (25) hours per week, shall be entitled to five (5) days of Family Sick Leave for illness in the immediate family per School Year on a non-cumulative basis. These five (5) days of Family Sick Leave to be deducted from Employee's twenty (20) days of Sick Leave.
2. Immediate family

Immediate family consists of Wife, Husband, Mother, Father, Sister, Brother, Daughter, Son, Mother-in-law, Father-in-law, Guardian and Significant Relationship ("Significant Relationship" shall be a person who has had a long, exceedingly close family-type relationship with the member).
3. In unusual circumstances, extensions to the above may be granted by the Superintendent or his/her designee, but such extensions will be deducted from the Employee's accumulated Sick Leave.
4. An Employee intending to be absent on Family Sick Leave shall give said Employee's Building Administrator adequate advance notice, with reasons, where practicable.

C. Sick Bank

A Sick Leave Bank is available for all Employees who work at least twenty-five (25) hours per work week. The Bank is administered by the District according to the following guidelines:

1. The Sick Leave Bank shall be established by the contribution of two (2) days of accumulated sick leave from each participating unit employee. Those who choose not to participate may not join the bank for one (1) year thereafter.
2. The maximum number of days in the bank shall not exceed two (2) days times number of unit employees
3. The bank will be replenished once a year as outlined in #1 above when the days remaining in the bank reaches thirty (30) or less.
4. First year employees may participate in the bank immediately upon hire by contributing two (2) sick days. However, these employees are not eligible to draw from the sick bank until they have completed one (1) year of service. Members beyond one (1) year of service may also join the sick bank between the first work day of the school year and October 1 of the same school year by contributing two (2) days. However, such employees are also not eligible to draw from the sick bank for one year after joining.
5. Only participating eligible employees may draw on the bank.

6. An eligible employee must first exhaust all of his/her accumulated sick leave and then be off the Fayetteville-Manlius payroll for five (5) consecutive days before drawing from the bank.
7. The school district may require medical documentation of any claim on the bank at any time.
8. An employee on Workmen's Compensation shall not be permitted to draw on the bank. The purpose of the bank is to provide for lengthy periods of illness or non work related injury.
9. Eligible employees may draw on the bank based on the following guidelines:
 - a) One (1) day for each year of full-time continuous employment with the Fayetteville-Manlius Central School District;
 - b) One (1) day for each two (2) days of accumulated sick leave as of the beginning of the current school year;
 - c) The number of days arrived at by (a) and (b) above will be limited to the number of work days remaining for that school year.
10. The District shall provide the Fayetteville-Manlius Central School District Association of Teacher Aides and Teaching Assistants by December 1 of each contract year an annual accounting of the Sick Bank that includes the following:
 - a) Number of days in the Sick Bank
 - b) Names of unit members in the Bank
 - c) Days withdrawn during the past 12 months
 - d) Names of Members that joined and declined to join the Bank during the annual enrollment period (first work day of the school year through October 1 of the same school year).

ARTICLE VI OTHER LEAVES

A. Personal Leave

1. The intent of Personal Business Leave is to provide an Employee the opportunity to conduct business that cannot be performed other than during work hours. All Employees who work twenty-five (25) hours per work week shall be granted three (3) days Personal Business Leave with full pay subject to the following:

- a) No reason for the Leave need be given by the Employee at the time of the request.
 - b) Presentation of request to Building Administrator forty-eight (48) hours in advance, except for emergency.
 - c) Approval of the request by the Building Administrator.
 - d) It is not the intent of Personal Leave to be used to extend a holiday or vacation period.
- 2. Any unused Personal Business Leave days at the end of a school year will be converted to sick days and accumulated under the sick leave provision, Article V.
 - 3. After five (5) completed years of service, employees will be allowed to use one of their existing unused personal days unrestricted (i.e., Article XIII - Paid Holidays)

B. Bereavement

Each Employee shall be granted up to three (3) days leave with full pay for each death in the immediate family (as defined in Article V(B)(2)). Such leave shall be on a non-cumulative basis.

C. Leave of Absence Without Pay

- 1. The District, at its discretion, may grant a Leave of Absence without pay up to one year. Requests for Leaves shall be submitted as far in advance as possible in writing to the Assistant Superintendent for Special Services or designee and shall state:
 - a) reasons for Leave
 - b) dates expected for beginning and termination of Leave.
- 2. While on Leave an Employee shall continue to maintain and accumulate years of District service up to a maximum of ninety (90) calendar days. It is expressly understood that should an Employee be serving his/her probationary appointment at the time of such Leave, the time on unpaid Leave shall extend the probationary period by the same length of time.
- 3. When an Employee returns from Leave, he/she shall be employed in the position, if such position is still in existence, he/she was performing when the leave began, providing he/she has the ability to perform such duties. Should the Leave extend beyond ninety (90) days, or should the position no longer be existing at the time of the Employee's return, the District shall review the circumstances surrounding the Leave, and it shall be at the District's discretion as to the position the Employee may return to following the Leave.

D. Parental and Maternity Leave

1. A Leave of Absence without pay may be granted to a Teacher Aide or Teaching Assistant by the District with the recommendation of the Superintendent for the purpose of child-bearing or child-rearing for a period not to exceed two years.
2. A Teacher Aide or Teaching Assistant shall notify the District not less than three (3) months before her personal physician's estimated delivery date in the event of pregnancy, or not less than one (1) month before the date of adoption in the case of adoption, as to said Teacher Aide or Teaching Assistant's election of the type of leave desired, which shall be one of the following:
 - a) Parental Leave of Absence without pay pursuant to Article VI(C)(1) hereof (pregnancy or adoption); or
 - b) Sick Leave during the period when she is physically unable to perform her duties as a Teacher Aide or Teaching Assistant (pregnancy only); or
 - c) Sick Leave during said period of pregnancy-related disability plus a Parental Leave of Absence without pay commencing on termination of the said period of disability (pregnancy only). The notification to the District shall be submitted on the form attached as Appendix A(1).

3. Procedure

- a) For a Parental Leave of Absence, the commencement and termination date shall be agreed to by the Teacher Aide or Teaching Assistant and the Superintendent or his/her designee. In the event this period should need to be altered, any alteration shall be mutually agreed upon by the Superintendent or his/her designee and the Teacher Aide or Teaching Assistant.
- b) Pregnancy-Related Disability
 1. For Sick Leave during the period of pregnancy-related disability only, the Teacher Aide or Teaching Assistant shall, prior to commencing same, obtain from her personal physician and submit to the District written certification in the form attached hereto (Appendix A(1)), as to the date of commencement of the disability and an estimate as to its duration.
 2. At any time after such a Sick Leave has continued for a period of six (6) weeks after delivery, the Teacher Aide or Teaching Assistant, upon request from the District shall submit an additional written certification from her personal physician to the effect that the disability continues. (Appendix A(2).)

- c) For a combined Sick Leave and Parental Leave of Absence without pay, the Teacher Aide or Teaching Assistant shall first proceed with the provisions of Article VI(D)(3)(b) hereof; and then apply for Parental Leave in accordance with Article VI(D)(3)(a).
- d) A Teacher Aide or Teaching Assistant who is on the Sick Leave portion of a Parental Leave may elect to return to work anytime prior to the beginning of the unpaid portion of the Parental Leave, thereby terminating the Leave at that point.

E) Jury Duty

Each Employee required to serve on jury duty on a school day shall be granted leave with full pay for the period necessary in order to perform jury duty. Such absences shall not be deducted from any other leave of absence. The daily per diem paid by the court for jury duty shall be transferred to the District.

F) Emergency Closing

1. The Superintendent shall retain the right, in his/her sole discretion, to close any or all buildings on any scheduled working day. In the event that a building is closed early (i.e., after scheduled time of arrival for Employees), no Employee shall be required to forfeit scheduled pay for said work. If school is closed before the start of a school day, then unit employees shall not forfeit scheduled pay for that day.
2. Any Employee who is on authorized leave with pay when schools are closed due to weather conditions or other emergencies shall receive full pay for such days and shall not have said days deducted from his/her applicable leave allowance.

ARTICLE VII NEW POSITIONS, REASSIGNMENT AND ADDITIONAL HOURS

A. New Positions

If a new position is created, the District shall send a written notice to the Association President or his/her designee of said position. Any Employee desiring such position must apply for it in writing within ten (10) days of the posting of the notice. If an Employee does so apply, said Employee shall be granted an interview promptly. One (1) day after completion of any required interview or within thirty (30) days after the posting of the required notice, whichever last occurs, the said position may be filled by the District from either among the applying Employees or from such other sources as the District determines.

B. Reassignment

1. An Employee who desires a change in hours, education level or duties covered by this Agreement which requires a transfer or change in assignment (including the filling of vacancies) shall file a written request with the District Office or with said Employee's Building Principal.
2. When an opening for a reassignment occurs, the District shall send a written notice to the Association President, or his/her designee of said position.
3. Any Employee who has previously filed a request for a transfer or reassignment must immediately after being notified by the District of such a vacancy reaffirm his/her desire for said transfer or reassignment to the Superintendent or to said Employee's Building Principal. If an Employee so reaffirms a desire for said transfer or reassignment, (s)he will promptly be granted an interview.
4. An Employee who has not filed a request for reassignment or transfer prior to the posting of the notice of a vacancy, and who desires such reassignment or transfer, must apply for it in writing within two (2) days of the posting of the notice. If an Employee does so apply, (s)he shall be granted an interview promptly.
5. One (1) day after the completion of any required interviews, or five (5) days after the posting of the notice, whichever last occurs, the District may reassign or transfer a requesting Employee to fill the vacancy from such other source as the District determines.

C. Additional Hours

1. During each School Year in the event that additional hours become available for an Employee covered by the terms of this Agreement, the Employees in the buildings affected shall have priority to work said additional hours, providing they meet the qualifications set by the District for the additional time.
2. If there is work to be done by a specific Employee during summer recess, such work may be done with the approval of the Employee's Building Administrator. Compensation will be at the designated rate for the job title.
3. An Assistant or Aide will ordinarily work the prescribed number of hour per day. For any work additional to that, as directed by the administrator, which formerly qualified the Assistant or Aide for compensatory time, the Assistant or Aide will be compensated at the hourly rate.

D. Reduction in Hours

If a bargaining unit member is hired for a position which is for 25 or more hours per week, and such employee is involuntarily reduced in hours to less than 25 hours per week, then such employee shall continue to be eligible for benefits for up to twelve (12) months (at the same level as employees working for 25 or more hours per week). The bargaining unit member's reduction in hours shall be considered by the district when filling future vacancies.

**ARTICLE VIII
ASSOCIATION RIGHTS**

- A. All Employees shall be notified of job renewal by the last day of the School Year.
- B. In the performance of its functions, the Association has the right to use designated bulletin boards, interschool mail services and unit employee mailboxes.
- C. The Association may use rooms in school buildings in the performance of Association business by prior arrangements with the appropriate Building Administrator. Association meetings may be held after pupil dismissal providing such use does not conflict with other prescheduled use of such space.
- D. A copy of the official agenda for regular Board of Education meetings who prepared will be mailed to the President of the Association prior to each regular meeting of the Board of Education. A copy of the official Board minutes will be mailed to the President of the Association following Board approval of said minutes.
- E. By the last work day in September, the District shall furnish the Association President and Treasurer with a current list of all unit employees, their scheduled hours and annualized rates of pay.
- F. The Association will be allowed up to two (2) Association Days for the use of its elected officers or their designees to share to attend Association meetings of its state organization (NYSUT).

**ARTICLE IX
MANAGEMENT RIGHTS**

The District has the right to direct, hire, promote, transfer, discipline, discharge, and in the exercise of reasonable judgment, determine Teacher Aide and Teaching Assistant qualifications, provided none of these functions shall be exercised so as to abrogate or nullify any specific provision of this contract or the laws of the State of New York.

ARTICLE X JOB SECURITY

- A. After completion of his/her probationary period (26) weeks, no bargaining unit member shall be dismissed, except for just cause.
- B. Evaluation of an Employee shall be continuous. Such evaluation shall be done by the Building Administrator with input from the immediate supervisor.

An evaluation conference shall be held annually between the Employee and his/her Building Administrator. Evaluation shall be initialed by both parties and kept in the Employee's personnel folder.
- C. In the event that the work performance of an Employee fails to meet the work standards and duties to be performed in said job, a written notice setting forth the deficiency or deficiencies involved will be provided to the Employee and a copy sent to the designated representative of the Association.
- D. Upon receipt of said notice, the Association may file a grievance and said grievance will be processed in accordance with the terms of this Agreement. Discharge of an Employee for failing to meet the work performance standards and duties for said job will not occur while said grievance is pending.

ARTICLE XI REDUCTION IN FORCE

A. Employees Working Less than Twenty-Five (25) Hours per Week

If a reduction in force occurs in a category of Teaching Assistants or Teacher Aides, employees working less than twenty-five (25) hours per week, in that category, will be the first to be eliminated. It is understood that the employee with the least time in service in that category will be the first to be excessed. If the employee with the least time in service is working with a "high need" student, the District, in so far as possible, will train a more senior employee who can meet the specialized needs of the "high need" student. If the needs of the "high need" student cannot be met by a more senior employee (even if training were provided) the next least senior employee will be excessed.

B. Employees Working Twenty-Five (25) Hours or More per Week

- 1. If there are no other employees working less than twenty-five (25) hours, employees working twenty-five (25) hours or more with the least time in service in that category will be excessed. If the employee with the least time in service is working with a "high need" student, the employee with the next least time in service will be excessed. If the employee with the last time in service is working with a "high need" student, the District in so far as possible, will train a more senior employee who can meet the specialized needs of the "high need" student. If the needs of the "high need" student cannot be met by a more senior employee (even if training were provided) the next least senior employee will be excessed.

2. If a twenty-five (25) hour employee is excessed, that individual will be placed on a recall list and will remain on the list for two years. Individuals placed on a recall list will provide the District with a current mailing address. The District will not be held responsible if the individual changes mailing address and fails to inform the District.

ARTICLE XII MEETINGS

- A. Prior to the commencement of school in September, there shall be a program in each building led by the Building Principal or his/her representative. The purpose of such meeting shall be for indoctrination to rules, regulations and specific duties in individual schools.
- B. In addition, employees shall attend orientation, awareness, in-service, or training meetings in accordance with local, state or federal requirements as to employee or student health, safety, or welfare. These meetings may be held outside of the normal workday and, if so, employees shall be compensated for the additional time at their regular rate of pay.

ARTICLE XIII PAID HOLIDAYS

All Employees who work at least seventeen and one-half (17 1/2) hours per week shall be paid at their applicable hourly rate for the hours they are scheduled to work for the following eleven (11) days hereby designated as holidays:

Columbus Day	Day after New Years
Veterans' Day	Martin Luther King Day
Thanksgiving	Presidents' Day
Day after Thanksgiving	Good Friday
Christmas Day	Memorial Day
New Year's Day	

To be eligible for holiday pay, the Employee must have worked all hours for which (s)he is scheduled to work on the day preceding and the work day following such holiday, unless utilizing an unrestricted personal day pursuant to Article VI(A)(3), and must have been in the employ of the District for at least one (1) month continuously up to the time of such holiday. In the event an Employee has a bona fide illness which prevents him/her from working on the day preceding or on the day following a holiday, the District may request from him/her satisfactory proof of such illness to substantiate the claim of illness.

**ARTICLE XIV
INSURANCE AND ANNUITIES**

A. Health Insurance, Dental and Vision Plans

During the term of this Agreement the District shall provide Health Insurance, Dental and Vision Plans to all Teacher Aides and Teaching Assistants who elect said coverage and who work at least twenty-five (25) hours per week as follows:

1. Health Insurance

The District shall provide a shared cost hospitalization and medical insurance plan at not less than current benefit levels. Effective September 1, 2009, the co-pay for prescription drugs will be one dollar (\$1.00) for each generic drug and fifteen dollars (\$15.00) for each brand name drug. Mail order will be two (2) co-pays for a three (3) month supply (\$2.00 generic, \$30.00 brand). The insurance carrier and/or program shall be determined by the District. Employer/Employee contribution shall be as follows:

<u>Health Insurance</u>	<u>Employee</u>
Individual coverage	10% or premium
Dependent coverage	15% of premium

2. Dental Insurance

The District shall contribute \$120 for each participating Employee. Periodontics and prosthetics will be added to the dental plan to the same extent that other non-instructional bargaining units enjoy.

3. Vision Care Plan

A moderate vision care plan shall be provided. Employee contributions shall be a percentage of premium; individual coverage 0%, dependent coverage 10%.

B. Tax-Sheltered Annuities

The District shall make payroll deductions for the purchase of tax-sheltered annuities in accordance with the applicable deduction authorization of each Employee.

ARTICLE XV RETIREMENT BENEFITS

A. NYSERS Enrollment

All members, regardless of hours worked, who are eligible to join New York State Local Employees' Retirement System (NYSERS) with District paid Section 41(j) benefits shall be offered the opportunity to enroll in the System upon date of hire. The District shall provide all necessary forms and information for such enrollment at date of hire or anytime thereafter, upon request.

B. NYSTRS Enrollment

All members, regardless of hours worked, who are eligible to join New York State Teachers' Retirement System (NYSTRS), shall be offered the opportunity to enroll in the System upon date of hire. The District shall provide all necessary forms and information for such enrollment at date of hire or anytime thereafter, upon request.

C. Sick Day Buy-Out

1. An employee who retires from the District, providing said employee has 15 years with the District, and be a minimum of at least 55 years, shall be entitled to employer contribution equal to thirty-five dollars (\$35) per each accumulated, unused, and forfeited sick day to maximum of \$7,000.
2. If an employee files an irrevocable letter of resignation for the purpose of retirement by February 1st of his/her last year of employment, the employee who has started the year with a balance of 200 sick days will be granted an additional 10 sick days. The total accumulation of sick days may not exceed 200 days on the date of retirement for the purpose of the additional attendance retirement incentive.
3. Employees who are members of the NYSERS may only receive an employee contribution of thirty-five dollars (\$35) per day for unused sick days that are not utilized under section 41(j) of the NYSERS.

D. Retiree Health Insurance

1. An Employee who retires from the District, providing said employee has at least fifteen (15) years of service with the District and be a minimum of 55 years of age, shall be entitled to maintain existing health, dental and vision benefits. For individual coverage the retiree shall contribute on the same basis as an active employee.
2. Dependent coverage may be maintained at full cost to the retiree. If the retired employee's coverage at the time of retirement included coverage for spouse, said spouse shall have the option, in the event of the death of insured Employee, of maintaining the coverage of said spouse and shall pay the full cost thereof.

ARTICLE XVI GRIEVANCE PROCEDURE

A. Statement of Purpose

The Association, by proposing this grievance procedure, assumes the responsibility for maintaining high standards. The Board recognizes that in the interest of effective personnel relations, a procedure is necessary whereby the Employees of the District can be assured of a prompt, impartial and fair hearing on their grievances. Its purpose is to provide an orderly method of settlement of a dispute between the parties over the interpretation, application, or claimed violation of any of the provisions of the Agreement or Administrative policy as set forth in Rules and Regulations of the Board. Such procedure shall be available to all Employees and no reprisal of any kind shall be taken against any Employee initiating or participating in the Grievance Procedure.

B. Provisions

1. The Association shall have the right to initiate a grievance arising out of a District breach of this Agreement affecting an Employee.
2. There shall be two (2) phases of the grievance procedure designated below as Informal Phase and Formal Phase.
3. The number of days indicated at each level shall be days when school is in session and will be considered as a maximum.
4. In the event a grievance is filed on or after May 15, the parties shall use their best efforts to complete processing thereof prior to the end of the school term.
5. If the Administration or any designated representative of the Board fails, at any level, to hold a conference or give an answer within the time limit specified, the grievant or the Association through its Grievance Committee at his/her or its election may advance to the next level in the Procedure.
6. Nothing in the Procedure shall prevent the grievant on his/her own volition from withdrawing a grievance at any level of the Procedure.
7. The Superintendent shall be responsible for accumulating and maintaining an Official Grievance Record, which shall consist of the written grievance, all exhibits and communications exclusive of the Informal Phase of the Procedure. A copy of such record shall be sent to the Association's designee.
8. The Official Grievance Record shall be filed separately from the personnel file of the participant.
9. "Conference" with Immediate Supervisor shall precede the informal grievance procedure below. One on one conversation between the member and their Immediate Supervisor shall constitute a "Conference"

C. Procedural Steps

1. Informal Phase

- a. If not settled by conference with the Immediate Supervisor, the grievant may, within two (2) days after said conference, discuss the grievance orally with the Building Principal. If requested by the grievant, an Association representative may be present.
- b. Within twelve (12) days of the alleged grievance, the Building Principal shall respond to the grievant specifying that the discussion constitutes a grievance under this Article.
- c. For members not assigned to a building, the District Assistant Superintendent for Personnel shall act as Building Principal for purposes of this Article.
- d. If a grievance originates with the Association pursuant to provision B(1) of this Article, the Building Principal of the school in which the grievance originates shall be considered as the Immediate Supervisor with whom the Association is to discuss the grievance.

2. Formal Phase

Any grievance which is taken to the Formal Phase hereunder must be in writing signed by the grievant, shall state the date and nature of the incident giving rise to the grievance and the reason why such incident constitutes a breach of the agreement, together with the desired remedy. Prior to delivery of the grievance to a representative of the District as set forth below, an authorized representative of the Association's Grievance Committee must have reviewed the grievance and indicated on it that it has been reviewed by dating and signing it. Where more than one (1) grievance arises from any one (1) incident each grievant shall sign one (1) grievance only so that all may be processed together. For purposes of this Article, the expression of time in days shall mean working days.

a) Level 1

If the grievance is not settled at the Informal Phase, the grievant may within four (4) days after completion of the Informal Phase file a formal written grievance with the Superintendent. Thereafter:

1. The Superintendent or his/her representative shall discuss the matter with the grievant and the Association's representatives within five (5) days of receipt of the written grievance;

2. The Superintendent or his/her representative shall give a written response to the grievant with a copy to the Association within three (3) days after the close of the discussion.

b) Level 2

If the grievance is not settled at Level 1, the grievant may further appeal through the Association by:

1. Giving written notice thereof to the Board President within three (3) days after receipt of the written response at Level 1;
2. Within ten (10) days of receipt of said notice, the designated representative of the Board, with the Superintendent, shall discuss the same with the grievant and the Association's representatives;
3. The Board Representative shall give his written response to the grievance within five (5) days after the close of the discussion.

c) Level 3

If the grievance is not settled at Level 2, the grievant may further appeal through the Association by:

1. Giving written notice thereof to the Board within three (3) days after receipt of the written answer of the Board Representative;
2. The parties shall meet within ten (10) days to begin the selection of an impartial Arbitrator;
3. Submit the grievance, along with the complete Official Grievance Record, to the Arbitrator for action.

d) Provisions for Arbitration

1. The arbitration proceeding shall be conducted under the rules of the American Arbitration Association.
2. The Arbitrator shall have no power or authority to add to, subtract from, modify, change, or alter any provision of this Agreement.
3. The decision of the Arbitrator shall be final and binding on both parties.
4. Fees and expenses of the Arbitrator shall be borne equally by the parties.

**ARTICLE XVII
RESERVATION OF RIGHT TO ABOLISH POSITIONS**

It is hereby expressly agreed to by and between the parties that the District reserves the right, upon at least thirty (30) days notice to the President of the Association, to abolish any and/or all of the positions of Teacher Aides and Teaching Assistants. The Association hereby agrees that upon receipt of said notice it, or its membership, will have no recourse against the District or the Superintendent under the terms of this Agreement, and the Association further agrees that the District will be under no obligation to provide employment within the District for the members of said Association.

In the event of the abolition of any and/or all of the positions of teacher aides or teaching assistants, this section will supersede Article VII and Article X of this Agreement.

**ARTICLE XVIII
SAVINGS CLAUSE**

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable or not in accordance with the applicable statutes or ordinance, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

**ARTICLE XIX
TAYLOR LAW CLAUSE**

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.

**ARTICLE XX
EDUCATIONAL COURSES AND OTHER TRAINING**

A. Educational Courses

Unit employees who receive prior approval from the Superintendent of Schools or his/her authorized designee, for educational courses at BOCES or adult education courses in a local school district, will be reimbursed for the cost of tuition, for one (1) course per year. Effective July 1, 2004, employees may apply for approval of courses offered by an institution of higher education to be reimbursed for the cost of tuition up to \$100.00 per year. This provision is intended for skill improvement and is not applicable for any course work, which is state mandated (i.e., child abuse recognition course).

B. Other Training

Any member agreeing to attend training, authorized by the Assistant Superintendent of Special Services, outside of their regular working hours shall be compensated for that time at his/her current rate of pay.

**ARTICLE XXI
TIME IN SERVICE**

A. District-Wide Time in Service

District-wide Time in Service is defined as the length of service of an employee covered by this agreement. Time in Service will begin to accrue the first day of the second year of employment for employees retroactive to the first day of the first year for employees working twenty-five hours a week or more. If the hours of an employee fall below 25 hours after the first year of employment at 25 hours or above, time in service will continue to accrue. Employees who split time between two or more categories will accrue Time in Service in the category in which the majority of time is spent. If the time is equally split between two categories, the employee will select the category in which to accrue time in service.

B. Time in Service – Teaching Assistants

Time in service will be counted in the following categories of Teaching Assistants:

K-1 Teaching Assistants
Computer/ K-6 Science
Special Education K-12/ESL Teaching Assistants/ISS

C. Time in Service – Teacher Aides

Time in Service will be counted as one general teacher aide category of teacher aides.

D. Time in Service – Abolition of Position

Time in Service will be considered only in the event of a position abolition, and will not be considered in job assignment decisions or reduction of hours, except as noted below. The District retains the right to transfer within categories.

E. Time in Service Application

1. Teaching Assistants

Time in Service application will be limited to the specific area in which the abolition occurs. In other words, an abolition in the K-1 Teaching Assistants area will result in the less senior K-1 Teaching Assistant being released. The released Teaching Assistant will not be permitted access to the other areas noted above, regardless of his/her district wide time in service, but will be given an appointment to discuss his/her qualifications with the appropriate administrator if said teaching assistant has five or more years of service with the District. If the Teaching Assistant has less than five years of service with the District, then said employee can apply for a different position with the District but is not guaranteed an appointment to be considered for any vacancies in the District.

2. Teacher Aides

The same application would be applicable for the aides.

**ARTICLE XXII
TERM OF AGREEMENT**

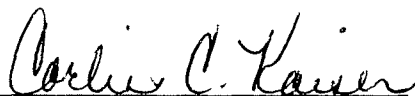
Except as otherwise specifically noted, the terms of this Agreement shall be effective as of 1 July, 2009, and continue in full force and effect through 30 June 2012.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound by this Agreement, hereby set their hands and seals this day of , 2009.

FAYETTEVILLE-MANLIUS
CENTRAL SCHOOL DISTRICT

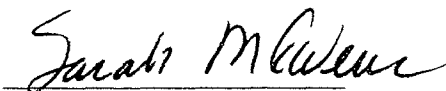
WITNESS:



By: 
Superintendent of Schools

ASSOCIATION OF TEACHER AIDES
AND TEACHING ASSISTANTS OF
FAYETTEVILLE-MANLIUS

WITNESS:



By: 
Association President

APPENDIX A(1)
NOTIFICATION OF ELECTION AS TO
PARENTAL AND/OR MATERNITY LEAVE

Anticipated Due Date _____

Date (three (3) months previous to date leave will commence) _____

To: Superintendent of Schools Fayetteville-Manlius School District

You are hereby notified in accordance with Article VI(D)(2) that the undersigned elects to take the leave designated below.

1. Parental Leave of Absence without pay (Article VI(D))

According to my current best estimate, the parental leave of absence, shall commence on _____ and

shall terminate on _____

(in accordance with the applicable provisions of (Article VI(D))

2. Sick Leave during pregnancy-related disability (Article VI(D)(2))

Note: Physician must complete Appendix A(2) pre-delivery (in conjunction with this form), and (3) post-delivery.

Teacher Aide's/Teaching Assistant's Signature

APPENDIX A(2)
SICK LEAVE DURING PREGNANCY-RELATED DISABILITY

I have examined _____ on _____. It is my professional medical opinion that, as of _____, she will be physically unable to perform the duties of her _____ position. At this
(Job Title)
time it is my best estimate that this disability will cease on _____.

Dated: _____

Physician's Signature

APPENDIX A (3)
SIX WEEKS AFTER DELIVERY

I have examined _____ on _____.

It is my professional medical opinion that her pregnancy-related disability will cease on
_____, and that she will be able to return to full duties as a
_____ after that date.
(Job Title)

Dated: _____

Physician's Signature

APPENDIX B
HOURLY RATE FOR TEACHING ASSISTANTS
WHO ARE ALSO EMPLOYED AS TEACHER AIDES

Effective July 1, 2009, to June 30, 2012, unless the parties negotiate new language, on July 1, 2012, the provisions of this appendix shall expire and the hourly rate shall be based upon the assigned duties - Teacher Aide and/or Teaching Assistant.

1. All Teaching Assistants who are also assigned hours as a Teacher Aide shall be compensated at the appropriate Teaching Assistant hourly rate for all hours (Teaching Assistant and Teacher Aides).
2. It is the intent of the District to phase out such appointments wherever practical.

APPENDIX C
TEACHING ASSISTANTS ASSIGNED
AS TEACHER SUBSTITUTES

Effective July 1, 2009, to June 30, 2012. Unless the parties negotiate new language, on July 1, 2012, the provisions of this Appendix shall expire and the provisions of Article IV Section 2 shall apply and not this Appendix.

1. A Teaching Assistant may be used in the capacity of a Teacher Substitute when administratively assigned.
2. The District agrees that it is preferable to have a certified teacher as a substitute and shall strive to find a qualified substitute. However, a Teaching Assistant may be assigned as a Teacher Substitute at the discretion of the District.
3. When a Teaching Assistant is assigned as a Teacher Substitute such Teaching Assistant shall receive an additional two dollars (\$2.00) per hour to their regular rate of pay.
4. In so far as practical, the District shall not assign such duties to employees who notify the District of their preference not to be assigned as a Teacher Substitute.
5. For the duration of this provision (July 1, 2009 to June 30, 2012) upon request of either the Association President or the District Superintendent, the parties shall meet and confer regarding the application of this provision.

